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ISSUES IN THE STREET RAILWAY STRIKE IN NEW YORK CITY

BY ROBERT W. BRUÈRE,

New York City.

The issues in the street railway strike in New York City are so many and complex that it is impossible to define them in the limited space of an editorial article. On the one side stand the questions of trade union policy raised by the conduct of the strike by the Amalgamated Association of Street and Electric Railway Employes; on the other, the questions of business administration in relation to labor raised by the action of the owners and officers of the New York transportation companies. In addition to these general questions there are the issues raised by the creation by the companies of the "within-the-family" brotherhood and the introduction of the individual agreement as weapons against the independent organization of the employes as represented by the Amalgamated. Beyond all these are the questions raised by the wholesale introduction of strike-breakers recruited from all parts of the country to decide a local issue and the use of the police to protect these strike-breakers against the interests of strikers who are citizens of the municipality. The issue raised by the individual agreement is the one which has apparently attracted most general attention, and for this reason this agreement is given in full in the footnote.¹

¹WORKING AGREEMENT

1st. The Interborough Rapid Transit Company employs the undersigned for the wages and hours set forth on the annexed schedule in the Subway until the beginning of Initial Operation as defined in Subway Contract No. 3 or on the Elevated, until the beginning of operation of any part of the Railroads as defined in the Elevated Railroad Certificate and (provided the Public Service Commission shall approve when such operation shall begin) until August 31st, 1918.

2nd. The undersigned agrees to work for the Company in such positions as may be assigned to him from time to time (provided there shall be no reduction in position except for good cause) for such wages and hours for such periods.

3rd. It is further agreed that if the Company shall increase the wages or

Important as all these matters are, they are after all subsidiary to the one preëminent issue raised by the strike,—namely the right of the public to a determining voice in the adjustment of industrial disputes, especially when they involve a major public utility. For the most significant fact in this strike is that an agreement underwritten by the mayor and by the chairman of the Public Service Commission crumbled into dust under pressure of the first serious dispute that arose between the two parties at interest.

Early in August, the Amalgamated Association of Street and Electric Railway Employes demonstrated its hold upon the employes of the New York Railways Company, which operates most of the city's surface lines, by success in tying up traffic on these thoroughfares. Immediately, Mayor John Purroy Mitchel and Chairman Oscar Straus of the Public Service Commission intervened in behalf of the discommoded public, and by a series of conferences with representatives of the two sides, succeeded in obtaining the signatures of these representatives to an agreement. This agreement, bearing date of August 6, 1916, provided as follows:

1. The employes have the legal and moral right to organize, and the company pledges that they will not interfere with the employes in their exercising of these rights to organize, either by intimidation, coercion or discharge, nor shall the employes undertake to interfere with other employes in their exercising of their rights to decline to organize, either by intimidation or coercion.

2. The company will receive and treat with a committee of the employes upon any and all questions that may arise between them. This committee to select such spokesmen or advisers as they may choose to represent them, without any objection on the part of the company, and the company will in no way

change the hours set forth on the schedule, the undersigned shall have the benefit of such increase or change notwithstanding this agreement to the contrary.

4th. If, after five years' service in any one class, for physical causes beyond the control of the undersigned, he shall be assigned to a lower position, he shall then receive at least the low rate wages on the schedule of the class from which he is transferred.

Dated New York City,

1916

INTERBOROUGH RAPID TRANSIT COMPANY.

BY FRANK HEDLEY,
Vice-President & General Manager.

.....
Employe

Pass No.

interfere with the selection of the committees of employes, it being understood that if the committee shall select to represent it the officers or other representatives of any particular organization, their appearance on behalf of the committee shall not be deemed a recognition on the part of the company of the organizations of which they are the officers or representatives.

3. That the question of wages and working conditions between the employes and the company shall be taken up by and through a committee of employes with the officials of the company on a date to be agreed upon between them—such date not to be later than the 20th day of August, 1916.

The committee and the company in conference shall attempt to reach a satisfactory settlement upon all questions of wages and working conditions, and upon such points as they may fail to reach an agreement they shall submit to a board of arbitrators—the board of arbitrators to be composed of three disinterested persons, one to be selected by the officials of the company, one to be selected by the committee representing the employes, and these two arbitrators to select the third.

Both sides to be given full opportunity to present all evidence and argument in connection with their points submitted to arbitration, and the award of the majority of the arbitrators, in writing, shall be final and binding.

It is also agreed that all disputes that may arise between the company and the employes in the future, on which they cannot mutually agree, shall be submitted to arbitration as herein provided.

4. In the interest of public safety and public service, the company wants it clearly understood that the direction and control of employes in all matters looking to efficiency in the service remains with the company and is not to be the subject of conference or arbitration, but if a dispute should arise as to whether a particular case falls within the above class, that question shall be subject to conference and arbitration as above provided for.

5. If the above is agreed to and accepted, it is further agreed that the employes shall declare off the strike and return to work immediately, in the positions they occupied prior to the time of going on strike, without prejudice.

This agreement to be underwritten by his Honor, Mayor Mitchel, and by the Honorable Oscar S. Straus, chairman of the Public Service Commission for the first district.

This is the agreement as accepted by the company, acquiesced in by the representatives of the men, ratified by the men, and underwritten by Mayor Mitchel and Chairman Straus. On August 30, Mr. Hedley, manager of the New York Railways Company and of the Interborough Company, which operates the subway and elevated lines, informed Mr. Fitzgerald, organizer of the Amalgamated, and his associates, that

as the same men governed the policies of the Interborough as governed the policies of the Railways Company, they might proceed upon the assumption that the principles and policies embodied in the Railways agreement of August 6th would be regarded as controlling in the case of the Interborough. (From the official record.)

On this same day, August 30, the Interborough Company began to circulate among its employes the WORKING AGREEMENT given in the foregoing footnote. When the men learned of this agreement, they demanded its withdrawal and cancellation by the company, on the ground that it constituted a violation of the agreement of August 6 inasmuch as

any person who signed said (individual) agreement could not expect any higher wages than those specified in the schedule which is made part of said contract, and that if the signer took any steps to better his working conditions or obtain higher wages during the term of said agreement it would be a breach of said agreement; and that Mr. Hedley admitted that for such breach of agreement the employee so signing would be subjected to discipline.

The company refused to withdraw the individual Working Agreement from circulation among the men on the Interborough. The men on the surface lines thereupon renewed their strike without waiting to submit their case to arbitration. The New York Railways Company, jointly with the Interborough, held this to be a breach of the agreement of August 6, and declared their determination to have nothing further to do with the Amalgamated. After an interval, the Amalgamated agreed to submit the entire controversy to arbitration; but the companies asserted that the time for arbitration had passed and that they were resolved upon a war of extermination against the Amalgamated. Committees of citizens waited upon the companies; the mayor and Commissioner Straus interceded with them,—all to no purpose.

On September 12, the mayor and the Public Service Commission issued a joint statement in which they declared:

We believe that the agreement has not been destroyed by the acts of the two parties. Though it has been violated, the moral obligation to maintain it still continues. It was deliberately made, and guaranteed by the mayor of the city of New York and the chairman of this commission. The public was also a party to this agreement. Whatever the two parties may do, they cannot deprive the public—the third party—of its rights under the agreement. Both parties asked for and received the sanction and guarantee of the city of New York and the Public Service Commission that each would perform its duty.

In the light of the fact that the agreement of August 6 is today as if it had never been written, signed and guaranteed, this statement of the two foremost representatives of the public is one of the most humiliating confessions on record of the impotence of the third party. This constitutes the paramount issue of this strike,—

and of all other strikes. The public is impotent because it is ignorant of the basis of industrial controversies. It is ignorant because it has heretofore utterly neglected the problems of labor administration and the human factors involved in the operation of public utilities. It is impotent because it has devised no method of formulating its own judgments or of making those judgments effective. The paramount issue raised by this, as by all other industrial disputes, is whether the public shall continue to remain ignorant, and impotent,—and whether it shall continue to be the victim of its own ignorance, indifference and impotence.